

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

January 13, 2026

FROM

DON DAY, Director, Project and Facilities Management Department

SUBJECT

Service Agreement with Loop Global Inc. for Operation and Access to their Electric Vehicle Charging Station Network

RECOMMENDATION

Approve Service **Agreement No. 26-09**, including non-standard terms, with Loop Global Inc., for the period of July 1, 2024, through June 30, 2027, for access to the Loop Network electric vehicle charging station network, with an automatic renewal for successive three-year periods, subject to the County's right to terminate the Agreement without cause upon giving 30 days' advanced written notice.

(Presenter: Don Day, Director, 387-5000)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Promote the Countywide Vision.

Operate in a Fiscally-Responsible and Business-Like Manner.

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The networking costs are recovered via user fees through County Ordinance No. 4457, Section 16.0209(a). Under the Service Agreement (Agreement), Loop Global Inc. (Loop) will collect the user fees and retain 10% of each kilowatt-hour (kWh) fee charged, plus a monthly Network Fee of \$2.00 per charging port, and Activation Fee of \$2.00 per session, subject to change at the discretion of Loop. The remaining revenue is returned to the County. Billing rate is \$0.37/kWh for the first 4 hours, thereafter, following a 10-minute grace period, the parking fee is \$0.20/minute up to \$48 maximum.

BACKGROUND INFORMATION

On May 23, 2023 (Item No. 53), the Board of Supervisors (Board) approved a competitively procured Service Agreement No. 23-472 with Loop as the manufacturer of the electric vehicle charger stations, and Alliance Electrical Systems, Inc. as the installer of the charger stations, for access to the Loop Network electric vehicle charging station network, for the period of July 1, 2023 through June 30, 2024, for the charging stations located at the County Government Center Lot 7, corner of 3rd Street and North Mountain View Avenue in San Bernardino.

The Agreement is retroactively effective July 1, 2024, due to the inadvertent expiration of the previous agreement on June 30, 2024. The delay in extending the previous agreement was primarily due to the time required to thoroughly evaluate and discuss various administrative and contractual options upon the transfer of management of the Agreement, from the Project

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Management Division (PMD) to the Facilities Management Division (FMD). This contract was not properly routed as part of the department's internal controls which caused the renewal to lapse. This process gap has been corrected.

Retroactive approval of this Agreement with Loop will allow for continued use of the 10 electric vehicle charging stations at the County Government Center Lot 7 (corner of 3rd Street and North Mountain View Avenue) in the city of San Bernardino, by providing electric vehicle customers access to the Loop electric vehicle charging station network.

The Agreement allows for automatic renewal in successive three-year terms (with the option to terminate with ninety (90) days prior notice; however, the County retains the right to cancel the contract without cause upon 30 days' written notice to Loop's General Counsel.

The Agreement includes non-standard terms and omits certain County standard terms. The non-standard and missing terms include the following:

1. Loop provides a limited warranty for parts, excludes any indirect, incidental, special, punitive or consequential damages, and limits liability for all claims to the price paid for the charging station.
 - There is no warranty requirement in the County standard contract. The County expects its vendors and service providers to fully warrant the products and services provided to the County.
 - Potential Impact: The County's ability to seek recovery for any damages is limited, which may result in the County failing to recover full damages if there is a claim.
2. Loop limits liability to the greatest extent legally possible. Vendor is not liable for any special, indirect, incidental, consequential, punitive or exemplary damages of any kind, including but not limited to, loss of profits and loss of or damage to animals or property.
 - The County standard contract does not include a limitation of liability.
 - Potential Impact: Claims could exceed the liability cap and the Agreement amount leaving the County financially liable for the excess.
3. Loop's contract requires the County to indemnify, defend and hold harmless Loop against any damages incurred by Loop in connection with any Claim made or brought against Loop by a third party arising out of (a) the excluded claims, (b) any misuse or improper maintenance of the Electric Vehicle Supply Equipment, (c) customer's operation of a charging station and chargers at the site (other than claims subject to indemnification by Loop under Section 10.1), including any personal injury (including death) or injury to property caused to persons due to conditions of the site, or (d) any violation of applicable laws and regulations by Customer.
 - The County standard contract indemnification provision requires the contractor to indemnify, defend, and hold County harmless from third-party claims arising out of the acts, errors or omissions of any person. The standard contract provision for intellectual property indemnity is: vendor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services.

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- Potential Impact: By agreeing to indemnify Loop, the County could be contractually waiving the protection of sovereign immunity. Claims that may otherwise be barred against the County, time- limited, or expense-limited could be brought against Loop without such limitations and the County could be responsible to defend and reimburse Loop for costs, expenses, and damages, which could exceed the total Agreement amount.

PROCUREMENT

The Purchasing Department supports this non-competitive procurement based on specialized credentials as Loop is the original manufacturer of the electric vehicle charger station and provider of the charging station network.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Daniel Pasek, Deputy County Counsel, 387-5455) on November 18, 2025, Risk Management (Paul Kiehl, Deputy Director, 386-8710) on November 21, 2025; Purchasing (Ariel Gill, Supervising Buyer, 387-2070) on November 19, 2025; Project and Facilities Management (Jennifer Costa, Chief of Facilities Management, 387-2920) on November 21, 2025; and County Finance and Administration (Eduardo Mora, Administrative Analyst, 387-4376) on November 26, 2025.

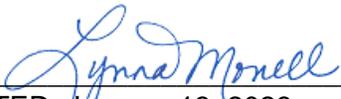
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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Curt Hagman Seconded: Joe Baca, Jr.
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: January 13, 2026



cc: PFMD - Ayala w/agree
 Contractor - c/o PFMD w/agree
 File - w/agree
MBA 01/14/2026